

33-2
33-22

DEED INDENTURE

M-5 Union Gas Hydro Project
Kennebec County

009649

TRANSFER
TAX PAID

CENTRAL MAINE POWER COMPANY, a Maine corporation, with a place of business in Augusta, Kennebec County, Maine (hereinafter referred to as "CMP," which word is intended to include, unless expressly stated otherwise, CMP and its successors and assigns), for consideration paid, releases to FPL ENERGY MAINE HYDRO LLC, a Delaware limited liability company, with a mailing address of 100 Middle Street, Portland, Maine 04101 (hereinafter referred to as "FPL," which word is intended to include, unless expressly stated otherwise, FPL and its successors and assigns), certain land and interests in land with the buildings and improvements thereon in the City of Waterville in Kennebec County, Maine, more particularly described in Exhibit A attached hereto and made a part hereof (hereinafter, the "Granted Premises").

EXCEPTING AND RESERVING from the Granted Premises, however, to CMP, its successors and assigns forever, the easements and real property in the City of Waterville in Kennebec County, Maine, more particularly described in Exhibit B attached hereto and made a part hereof (hereinafter, "CMP's Reserved Easements").

CMP and FPL acknowledge that the Messalonskee Hydro Project is licensed by the Federal Energy Regulatory Commission (hereinafter, "FERC"). CMP's Reserved Easements in this Deed Indenture are, to the extent they affect any Project Lands, Works or Waters identified in the FERC license, subject to the terms and conditions of that license and to the following covenants:

- (1) The use of lands or rights reserved herein shall not endanger health, create a nuisance or otherwise be incompatible with overall project recreational use;
- (2) CMP, its successors and assigns, shall take all reasonable precautions to insure that the construction, operation, and maintenance of CMP's

33-2
33-22

structures or facilities will occur in a manner that will protect the scenic, recreational and environmental values of the project; and

- (3) CMP, its successors and assigns, will not unduly restrict public access to project waters.

EXCEPTING AND RESERVING from the Granted Premises, however, to CMP all of CMP's Personal Property, as hereinafter defined, located on or attached to those portions of the Granted Premises burdened by CMP's Reserved Easements.

Wherever used in this Deed Indenture with initial capitalization, the term "CSI Agreement" means the Continuing Site/Interconnection Agreement dated January 6, 1998 by and between Central Maine Power Company and National Energy Holdings, Inc., now known as FPL Energy Maine, Inc., as amended on June 16, 1998, as affected by an Assignment and Assumption Agreement from FPL Energy Maine, Inc. to FPL dated as of June 16, 1998, a Notice of which is dated March 30, 1999 and recorded at the Kennebec County Registry of Deeds in Book 5907, Page 1.

CMP and FPL (hereinafter, individually, a "Party" and collectively, the "Parties") hereby acknowledge, covenant and agree that (i) the terms and limitations of the CSI Agreement define certain continuing responsibilities and obligations of the Parties with respect to the use of and access to the other Party's property, assets and facilities, and (ii) the terms of the CSI Agreement and this Deed Indenture shall be construed such that all of the terms of the CSI Agreement and this Deed Indenture shall be given full force and effect to the greatest extent possible. Moreover, Section 3.2.3(b) of the CSI Agreement is hereby incorporated by this reference and shall be given full force herein and is intended to apply to all easements granted and reserved herein notwithstanding anything to the contrary in this Deed Indenture. Except as otherwise specifically provided in this Deed Indenture (as indicated by the expression "Notwithstanding anything to the contrary contained in the CSI Agreement"), to the extent that any of the terms of the CSI Agreement are directly inconsistent with any of the terms of this Deed Indenture, the terms of the CSI Agreement shall control. For the purposes of this Deed Indenture, terms of the CSI Agreement and this Deed Indenture shall be deemed "directly inconsistent" if giving full effect to such terms would be impossible, illogical, or absurd.

33-2
33-22

FPL and CMP hereby covenant and agree to the extent that there are any facilities, structures or equipment, together with the foundations (excluding buildings and generation-asset-related structures and facilities included in the description of the Granted Premises) and related equipment and appurtenances thereto, which constitute transmission and distribution facilities, structures or equipment, or which facilities, structures or equipment are by the express terms of this Deed Indenture, the CSI Agreement, the Site Separation Document for Union Gas (M5) (Supplement to the CSI Agreement - Document 026), or any Bill of Sale between the Parties reserved to or retained by CMP (hereinafter, collectively, "CMP's Personal Property"), that: (1) CMP's Personal Property is and shall continue to be personal property notwithstanding its affixation or annexation to any real property; and (2) CMP's Personal Property is hereby severed and shall be and remain separate and severed from the real property on which it is located, even if affixed or annexed thereto now or in the future; and (3) no interest in CMP's Personal Property is being conveyed by this Deed Indenture. To the extent applicable, this document shall constitute an agreement pursuant to 33 M.R.S.A. Section 455.

CMP and FPL hereby acknowledge, covenant and agree that (i) except as otherwise specifically provided in this Deed Indenture, all easements and licenses included within the definitions of the Granted Premises and CMP's Reserved Easements shall be perpetual, subject to amendment or relocation thereof from time to time pursuant to the CSI Agreement, (ii) upon the termination of the CSI Agreement, all easements and licenses included within the definitions of the Granted Premises and CMP's Reserved Easements shall continue in full force and effect to the same extent such easements and licenses exist immediately prior to the termination of the CSI Agreement, and (iii) except as otherwise expressly stated in this Deed Indenture, wherever in this Deed Indenture the consent of one Party is required, the Party from whom the consent is required agrees that it will not unreasonably withhold, delay or condition its consent. Notwithstanding anything to the contrary contained in the CSI Agreement, to the extent that any of the terms of the CSI Agreement are directly inconsistent with any of the terms of this paragraph, the terms of this paragraph shall control.

FINAL: April 5, 1999
2:07 PM
M-5 Union Gas, Kennebec

IN WITNESS WHEREOF, the said Central Maine Power Company has caused this instrument to be executed by Sara J. Burns, its duly authorized President, as of the 7th day of April, 1999. 33-2 33-22

CENTRAL MAINE POWER COMPANY, a Maine corporation

By: Sara J Burns
Its: President
Printed Name: Sara J. Burns

STATE OF MAINE
COUNTY OF CUMBERLAND, ss.

On April 5, 1999, personally appeared the above-named Sara J. Burns, President of Central Maine Power Company, and acknowledged the foregoing to be her free act and deed in her said capacity and the free act and deed of said Central Maine Power Company.

Before me,

Sonia Levine
Notary Public

Printed Name: Sonia Levine

Commission Expires: March 19, 2006

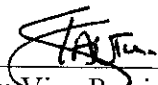


GRANTEE'S ACCEPTANCE

The said FPL ENERGY MAINE HYDRO LLC hereby acknowledges its acceptance of this Deed Indenture and its agreement to the terms, conditions and provisions set forth therein, and has caused this instrument to be executed by FPL Energy Maine, Inc., its sole member, by John W. Stanton, FPL Energy Maine, Inc.'s duly authorized Vice President, as of the 7th day of April, 1999.

FPL ENERGY MAINE HYDRO LLC, a Delaware
limited liability company

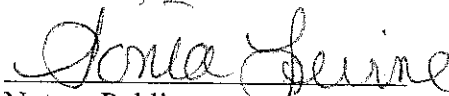
By: FPL Energy Maine, Inc., its sole member

By: 
Its: Vice President
Printed Name: John W. Stanton

STATE OF MAINE
COUNTY OF CUMBERLAND, ss.

On April 5, 1999, personally appeared the above-named John W. Stanton, Vice President of FPL Energy Maine, Inc., sole member of FPL ENERGY MAINE HYDRO LLC and acknowledged the foregoing to be his free act and deed in his said capacity and the free act and deed of said FPL Energy Maine, Inc. and of said FPL ENERGY MAINE HYDRO LLC.

Before me,



Notary Public

Printed Name: Sonia Levine

Commission Expires: March 19, 2006



Exhibit A**Granted Premises****M-5 Union Gas Hydro Project
Kennebec County****Parcel One**

Subject to exceptions and reservations set forth on Exhibit B herein and/or the Project Plans hereinafter described, the land and interests in land with any improvements thereon (including without limitation all generation-asset-related facilities, structures and equipment, the dam across the Messalonskee Stream, the powerhouse, fish ladder, flumes, penstocks, gates, gatehouses, spillways, retaining walls, buildings, structures and appurtenances thereto, if any) situated in the City of Waterville in Kennebec County, Maine, more particularly bounded and described as follows:

A. All real estate and interests in real estate including any fee interests and riparian rights related thereto, easement rights, mill privileges, and flowage rights of CMP within the "Project Boundary" (hereinafter, the "Project Boundary") as shown on plans captioned "Messalonskee Project Plan," Drawing 827-22-001 Sheets 1 and 5, dated March 26, 1999, which plans are recorded at the Kennebec County Registry of Deeds in Plan File No. E99064 and E99068 (hereinafter, the "Project Plans"). FPL hereby acknowledges that the nature of the interests herein conveyed varies amongst fee, easement and other rights and that CMP makes no representations or warranties as to the nature or quality of such interests.

B. All CMP's right, title and interest, if any, in and to flowage rights, whether acquired by prescription or otherwise, over lands flowed by the dams herein conveyed, including without limitation such flowage rights as have been acquired by CMP or its predecessors in title by virtue of current and/or historic flowage, together with the right to flow the Retained Land of CMP to the extent such land is currently or has been historically flowed by CMP.

C. All right, title and interest of CMP, if any, in and to those portions of railroad rights of way and the roads known as Route 11, Route 137, Route 104, and Western Avenue, situated within the land described above, and subject to rights of CMP reserved herein, rights of the public, and rights of others therein.

D. Together with rights and easements in common with CMP, its successors and assigns, for access as described in the Easement Deed from the City of Waterville to CMP dated January 6, 1999, and recorded at the Kennebec County Registry of Deeds in Book 5841, Page 309.

E. Together with all right, title and interest of CMP, if any, in any land lying between Routes 104 and 137, so called, and the Project Boundary, but only to the extent said land lies between Points A and B as shown on Sheet 5 of the Project Plans.

33-2
33-22

Exhibit B

CMP's Reserved Easements

M-5 Union Gas Hydro Project
Kennebec County33-2
33-22Easement One: Utility Easement

The perpetual right and easement to erect, bury, excavate, maintain, rebuild, respace, repair, replace, operate, patrol and do all other actions involving telecommunications, SCADA, revenue metering, and protection systems, electric and communication distribution equipment and facilities consisting of poles, wires and cables, together with all necessary fixtures and appurtenances, across and under the surface of the land which is included in the definition of the Granted Premises, including use of FPL's support structures, ducts, cable trays and appurtenances where necessary or convenient (hereinafter, "CMP's Utility Easement"), in the City of Waterville in Kennebec County, Maine, more particularly described as follows:

1. Substantially the area where distribution Circuit 855D1 is currently located.
2. Excluding de-energized lines which are no longer used or useful for CMP's purposes, substantially the area where any overhead and underground distribution lines of CMP not described above are currently located.

Also, in addition to the Access Ways Easement (as hereinafter defined), the perpetual, non-exclusive right and easement for access to the area burdened by CMP's Utility Easement across the Granted Premises as may be reasonably necessary. Also the perpetual right and easement to excavate the area burdened by CMP's Utility Easement as CMP deems necessary or useful in the exercise of the above-described rights; provided, however, CMP will promptly restore the surface to substantially the previously existing condition.

33-2
33-22

The rights reserved herein include the right to restrict the construction of buildings, structures and improvements within 15 feet of the centerline of CMP's above ground equipment and facilities and within 8 feet of the centerline of CMP's underground equipment and facilities, provided, however, such widths may be reduced with CMP's prior written consent and such widths shall not apply within existing buildings; the right to keep the surface of the ground above CMP's underground cables and other electrical equipment free from structures, improvements and growth which, in the reasonable judgment of CMP, may interfere with the proper operation or maintenance of said underground cables; and the right to enter upon the land or rights of FPL for any and all of the foregoing purposes. Notwithstanding the foregoing, CMP agrees that the maintenance, repair and replacement of buildings, structures and improvements to the extent currently existing and substantially as currently located at the date of this Deed Indenture shall not be prohibited under this paragraph. Notwithstanding anything to the contrary contained in the CSI Agreement, to the extent that any of the terms of the CSI Agreement are directly inconsistent with any of the terms of this paragraph, the terms of this paragraph shall control.

CMP agrees that the exercise of its rights under CMP's Utility Easement shall not prevent adequate access by FPL to or materially interfere with FPL's continuing use, operation or maintenance (consistent with CMP's historical use, operation and maintenance thereof) of the Granted Premises affected thereby.

Also reserving to CMP, its successors and assigns, CMP's Personal Property that constitutes the distribution lines and facilities as described above, including without limitation all related cables, wires, lines circuit breakers, communications equipment, support structures, poles, towers, pipes, ducts, ductbanks, conduits, manholes, handholds, riser poles, anchors, guys, braces, fittings, crossarms, and foundations (excluding buildings and generation-asset-related structures included in the description of the Granted Premises), equipment and appurtenances.

Easement Two: Vegetation Control

The perpetual right and easement, at any time or times, to cut and remove all trees and to clear and keep clear the area burdened by CMP's Utility Easement of all trees, timber, and bushes growing thereon, by such means as CMP may select, including without limitation lawful use of herbicides.

Also the perpetual right and easement at any and all times to enter the Granted Premises for the purpose of cutting or trimming and removing such tall tree or trees growing outside the limits of CMP's Reserved Easements, as in falling would in the

judgment of CMP interfere with or endanger the operation and maintenance of any lines or wires constructed on CMP's Reserved Easements.

33-2
33-22

Easement Three: Access Ways Easement

A perpetual, non-exclusive right and easement, subject to the provisions hereof, for ingress and egress by CMP and its employees, agents, contractors, lessees and invitees over, across and through all roadways, alleyways, driveways, entranceways and other travel ways and the parking areas located on the Granted Premises (hereinafter, collectively, the "Access Ways"), together with the use jointly with FPL of all appurtenant rights of access to the Granted Premises. Subject to the limitations set forth herein, such easement (hereinafter, the "Access Ways Easement") shall be for the purpose of providing access on foot and with any vehicles and equipment to and from all public roads on and over established roadways that may exist from time to time to and across the Granted Premises and to provide access within the Granted Premises to and among CMP's Reserved Easements. Without limiting the generality of the foregoing, the Access Ways Easement shall include access to and non-exclusive use, for the benefit of the Retained Land of CMP and/or CMP's Reserved Easements, of all parking areas from time to time located on the Granted Premises. The Access Ways Easement shall provide free access over and across the established roadways and parking areas on the Granted Premises subject only to any restrictions agreed upon by CMP and FPL and subject to reasonable rules and regulations that FPL may impose, provided that such rules and regulations are applied uniformly and fairly to all users of the Access Ways, including each of CMP's and FPL's own employees, agents, contractors, lessees and invitees.

FPL shall have the right to relocate from time to time the Access Ways at its sole cost and expense. Any such relocation may be done only after at least 90 days prior written notice to CMP, except that only reasonable notice is required in exigent situations. Any such relocation shall be undertaken in such a manner and at such time as will minimize the disruption of traffic flow across and within the Granted Premises. The relocation of the Access Ways when completed will not materially impair the rights of CMP reserved above or CMP's operations and shall not materially impair the utility of this easement to CMP existing at the time of said relocation.

FPL shall be responsible for the repair and maintenance, including snow removal as necessary, of the Access Ways. FPL agrees at its sole cost to maintain the Access Ways in good condition and repair. In the event that FPL does not provide such repair and maintenance, upon written notice to FPL of its intentions to perform repair or maintenance, CMP shall have the right but not the obligation to repair and maintain the Access Ways, and FPL shall reimburse CMP for the cost of all such reasonable repair and maintenance; provided, however, no such notice is required in the event of an emergency; provided further, CMP shall have the right but not the obligation to clear snow or other

material at CMP's expense without providing such notice. Notwithstanding the foregoing, CMP agrees that if any maintenance or repair of the Access Ways is necessitated by the act of CMP or by the act of CMP's employees, agents, contractors, lessees and invitees and such maintenance or repair is not due to normal wear and tear, the cost of such maintenance or repair shall be borne solely by CMP. Notwithstanding anything to the contrary contained in the CSI Agreement, to the extent that any of the terms of the CSI Agreement are directly inconsistent with any of the terms of this paragraph, the terms of this paragraph shall control.

33-2

33-22

Easement Four: Intertie and Revenue Meter Easement

For the purpose of enabling CMP to carry out its rights and obligations under the CSI Agreement, the perpetual, non-exclusive right and easement for access to and inspection of FPL's Intertie Equipment, the Dispatch Points of Demarcation, the Points of Interconnection, and the Interconnection Facilities, all as defined in the CSI Agreement and the Exhibits and Schedules thereto, and associated equipment and improvements thereon on the Granted Premises (hereinafter, collectively, the "Intertie Facilities"). Also the perpetual, non-exclusive right and easement for access to operate, maintain, repair, replace, remove and upgrade CMP's revenue meters and associated equipment (hereinafter, the "Revenue Meters"). Such easements (hereinafter, the "Intertie and Revenue Meter Easement") apply wherever the Intertie Facilities or Revenue Meters are located on, under or in the Granted Premises, including without limitation on, under, or in the powerhouses and substations located thereon.

CMP and FPL agree that the Intertie Facilities shall be secured to restrict access, provided that CMP shall have sufficient access by foot and by vehicle for the Intertie and Revenue Meter Easement. All security facilities for the Intertie Facilities shall be maintained by FPL in good repair and condition.

RECEIVED KENNEBEC SS.

1999 APR -8 PM 3:28

ATTEST: *Norma Ruth Mann*
REGISTER OF DEEDS